

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

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The Saint at Large, Inc.,

Plaintiff,

v.

Candy Store Records, Inc.,  
David Kane and James Latz  
Partnership, David Kane and  
James Latz,

Defendants.  
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Civil Action No. 05 CV 7237 (KMK)  
ECF Case

**STIPULATION AND ORDER**

IT IS HEREBY STIPULATED AND AGREED by and among the parties to the captioned action, by and through their undersigned counsel, that the Temporary Restraining Order entered in the action on August 19, 2005 and extended by consent of the parties and Order of this Court to and including October 7, 2005, and as amended on October 3, 2005 as set forth below, is and shall be converted to a Preliminary Injunction which shall remain in effect pending either settlement or final judgment pursuant to Rule 65 of the Federal Rules of Civil Procedure. The security given by Plaintiff on August 25, 2005 shall be retained by the Court until the action is concluded.

AND IT IS FURTHER STIPULATED AND AGREED that the Preliminary Injunction shall be amended to include the following additional terms:

"IT IS FURTHER ORDERED, that to confirm that Defendants' future marketing and promotion of the Products, as defined below, is consistent with the Temporary Restraining Order which was entered by the Court on August

19, 2005 and converted hereby to a Preliminary Injunction by consent of the parties:

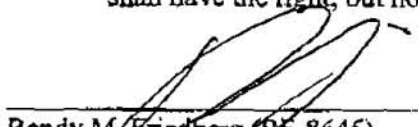
A. Defendants will provide copies of the packaging, advertising, promotions, and marketing efforts in connection with their CD's released or planned, bearing the accused mark THE MUSIC OF THE SAINT (the "Products") to Plaintiff through its counsel for review and written approval.

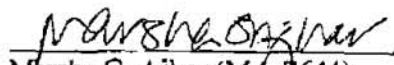
This includes, but is not limited to:

- i. Obliterating or rendering illegible THE MUSIC OF THE SAINT mark and/or THE SAINT marks by means of permanent marker or other permanent masking or renaming of the Product on the jewel case inserts and on the actual CD's;
- ii. Revisions to text of the liner notes, including permanent masking of text referring to THE SAINT; and
- iii. Any and all website copy, advertising copy, press releases, posters, artwork and material contained in the mailing package accompanying the CD's to the extent, if at all, any such materials make any reference, express or implied, by name or otherwise, to The Saint nightclub and/or to The Saint at Large. Without limiting the generality of the foregoing and by way of example only, any website copy, advertising copy, press releases, posters, artwork and/or material contained in the mailing package accompanying

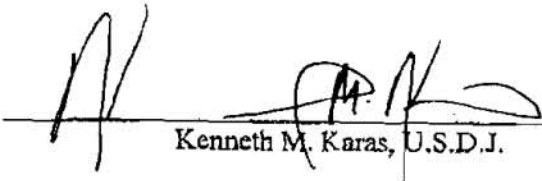
the CD's which names or makes reference to Candystore records but not to its Product in any way need not be supplied to Plaintiff in advance for review and written approval.

B. Defendants shall make no use of such language unless and until approved in writing by Plaintiff. Plaintiff shall provide its written approval, or written advice specifying its objections to any materials submitted by Defendants, within five (5) business days following submission of such materials by Defendants. If Plaintiff does not approve any such use, the parties shall discuss such use in good faith. If they are unable to reach agreement, either party shall have the right, but not the obligation, to seek guidance of the Court."

  
Randy M. Friedberg (RF-8645)  
OLSHAN GRUNDMAN FROME  
ROSENZWEIG & WOLOSKY LLP  
Park Avenue Tower  
65 East 55<sup>th</sup> Street  
New York, New York 10022  
212-451-2321 (telephone)  
212-451-2222 (facsimile)  
*Attorneys for Plaintiff*

  
Marsha G. Ajhar (MA-7644)  
10 West 15<sup>th</sup> Street  
New York, New York 10011  
212-675-0556 (telephone)  
*Attorney for Defendants*

IT IS SO ORDERED this 4<sup>th</sup> day of October, 2005.

  
Kenneth M. Karas, U.S.D.J.